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IN THE

Supreme Court of the United States

OCTOBER TERM, 1967

NO. [redacted] 1212

LOCAL 1367, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION AND SOUTH ATLANTIC AND GULF COAST DISTRICT, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO,
Petitioner

v.

NATIONAL LABOR RELATIONS BOARD,
Respondent

PETITION FOR WRIT OF CERTIORARI
To The United States Court of Appeals
For The Fifth Circuit

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NO. _____

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Petitioner

v.

NATIONAL LABOR RELATIONS BOARD,
Respondent

PETITION FOR WRIT OF CERTIORARI
To The United States Court of Appeals For The Fifth Circuit

To the Honorable, The Chief Justice and the Associate Justices of the Supreme Court of the United States:

Petitioner prays that a writ of certiorari issue to review the judgment of the United States Court of Appeals for the Fifth Circuit, entered in the above entitled case on January 13, 1967.

CITATIONS TO OPINIONS BELOW

The opinion of the Court of Appeals is reported at 368 F.2d 1010 and is printed in Appendix A, as is the Decree of the Court of Appeals. The Board's Decision and Order (R. 116-134)[1] are reported at 148 N.L.R.B. No. 44.

JURISDICTION

The judgment of the Court of Appeals was entered on January 3, 1967. An order was entered on April 3, 1967, extending the time for petitioners to file a petition for writ of certiorari to and including June 2, 1967, and is printed as Appendix B. The jurisdiction of this Court is invoked under 28 U.S.C. Sec. 1254(1).

STATUTE INVOLVED

The relevant portions of the National Labor Relations Act, as amended (61 STAT. 136, 73 STAT. 519, 29 U.S.C. 151 et seq.) are printed in Appendix C.

QUESTIONS PRESENTED

1. Whether the jurisdictional division of work between Local 1367 and 1368 under all of the circumstances, does in fact discriminate against individuals working through Local 1368.

2. Whether the remedy sought to be imposed is so vague and indefinite as to violate the requirements of

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1. References to the pleadings, decision and order of the Board, etc. printed pursuant to Rule 38 of the Court of Appeals as Volume I, Transcript of Record, are designated "R"; references to portions of the stenographic transcript of testimony and exhibits printed in the joint appendix are designated "J.A."

Sec. 10(c) of the National Labor Relations Act, as amended, and the Administrative Procedures Act, 5 U.S.C. 1009(e).

3. Whether the International Longshoremen's Association and/or the twenty-four other Locals which, along with Local 1368 and the petitioners constitute the proper bargaining representative in the appropriate unit and are parties to the contract, are necessary parties in view of the remedy sought to be imposed.

4. Assuming the jurisdictional division of work between Locals 1367 and 1368 is in some respect discriminatory, is such discrimination a violation of Sec. 8(b)(1)(A) of the Act.

5. Assuming the division of work between Locals 1367 and 1368 is in some respect discriminatory, is such discrimination a violation of Sec. 8(b)(2) of the Act.

6. Assuming the jurisdictional division of work between Locals 1367 and 1368 is in some respects discriminatory, is such discrimination a violation of Sec. 8(b)(3) of the Act.

7. Does a labor organization's duty to bargain collectively include the duty of fair representation, a theory rejected by the Court of Appeals for the Second Circuit in *Miranda Fuel Company*, 326 F.2d 172.

8. Whether or not racial discrimination violates Sec. 8(b) of the Act.

STATEMENT

Prior to 1936, there was no deep-sea shipping in Cameron County, Texas (J.A. 172). Although both 1367 and 1368 were chartered by the International Union before that time in anticipation of deep-sea shipping, no long-

shore work was available until 1936. The ports of Cameron County are relatively small in terms of shipping that has a need for the services of longshoremen (J.A. 172-173). Such longshore work as is available at the port is highly seasonal (J.A. 172-173; 167-168). Even though from two-thirds to three-fourths of the total annual longshore work in the port is performed in the five months from August 1 to December 31, there remains a need for qualified longshoremen to perform the other one-third to one-fourth of the total available work in the other seven months of the year (J.A. 168-169; 173).

Both locals were chartered by the International Union in 1934. While 1367 managed to maintain its charter through the years of little or no work, that of 1368 was revoked in 1940 (J.A. 62-66).

In 1950, upon the representation of O. T. Pettis that there were sufficient Negroes available in the area (Cameron County), the International Union restored the charter of 1368 (J.A. 94-97). Since all such longshore work as was available was being performed by 1367, and since a charter with no work was of little value, some work had to be taken away from 1367 and given to 1368 (J.A. 66-67). Following an investigation by the District and International Union, the jurisdiction of 1367 was decreased by twenty-five percent of the available work, and this twenty-five percent was placed under the jurisdiction of 1368 (J.A. 67; G. C. Ex. No. 3, J.A. 242-250; 7-10); needless to say, this was over the strong protest of 1367 and to the distress of 1368 which sought fifty percent (J.A. 67-61; 110-114; 122-123; 282). Subsequent to 1950, 1368 made repeated attempts to enlarge its jurisdiction, and gained considerable attention in 1956 (J.A.

7-10; G. C. Ex. No. 3, J.A. 242-250). Nonetheless, the International reaffirmed its jurisdictional division of one-fourth, three-fourths (J.A. 7-10). It may be noted that the Trial Examiner, inadvertently or otherwise, left the impression that this reaffirmation was by the District rather than the International Union (R. 147). The repprt to which he refers is G.C. Ex. No. 3 (R. 242).

Historically, the bargaining unit has been "all the employees engaged in deep-sea longshore work, as described in Paragraph 11 of the complaint (R. 34), from the port of Lake Charles, Louisiana, to the port at Brownsville, Texas, on the Gulf Coast." (J.A. 12-13). Also, historically, "the collective bargaining representative for the employees in the appropriate unit consists of the International, the District and all of the locals within the jurisdiction of the District from the port of Lake Charles to Brownsville, along the Gulf Coast." (J.A. 13-15). Though no certificate has ever issued, this bargaining representative of this appropriate unit has, over the years, entered into collective bargaining contracts, the last one being on or about October 1, 1956, and which was, by agreement, extended from its expiration date, September 30, 1959, to October 1, 1962, and is the contract now in force with some changes in wage rates (J.A. 3; R. 35). While it was attempted to be shown that 1368 did not "voluntarily" accept its jurisdictional limitations (J.A. 10-11, 25-27), it is significant that the then President of 1368 who signed the agreement, Fred Wilson (G. C. Ex. 3A, J.A. 250-251; 10-11), did not verify the claim (S.F., pp. 262-271). Moreover, in so far as the collective bargaining agreement imposes this jurisdictional agreement, 1368 has repeatedly ratified and acquiesced in its jurisdictional line (J.A. 80-81).

Because of the problems inherent in getting a new port going, the even now relatively small tonnage at the ports in Cameron County, and the highly seasonal nature of such longshore work as is available, it is undoubtedly true, at least up until 1946, that all those hardy souls seeking to break into a living on the Cameron County waterfront had to have some other kind of employment, with sporadic longshore work being only a supplement to a more regular employment. Therefore, the fact that many, perhaps even most of the early members of 1368, were railroaders first and embryo longshoremen second is not to their discredit (J.A. 72-80). However, the same considerations (small port and highly seasonal employment) currently create the same basic problem on the waterfront in Cameron County. The stevedoring industry can only support a limited number of longshoremen on a year-round basis. By hindsight, one may now say the chartering of two deep-sea locals in this area was and is an economic mistake. Although a mistake, the fact is that there are and have been, at least since 1950, two locals in operation, competing, as it were, for a limited number of jobs.

The International Longshoremen's Association has maintained locals in the majority of the South Atlantic and Gulf Coast ports since before the turn of the century. Traditionally, longshoremen's work was performed by Negroes, and in fact today, about 80% of the longshoremen in the South Atlantic and Gulf Coast ports are Negroes (J.A. 112). Most trade unions in the southern United States have denied entrance to Negroes, but the International Longshoremen's Association in this part of our country has always been and is currently predominantly comprised of Negroes.

Local unions of the International Longshoremen's Association in the South have been traditionally segregated since their inception, and to deny this would be to deny the culture of the southern United States; however, segregation of locals is not the issue in the present case (R. 157). This is not to condone racial discrimination or segregation, but is merely a statement of fact. Through this system, power structures of both Negro and white local unions have evolved. This power has enhanced the economic status in the community of those who control the local unions. Out of this system there developed within the International Longshoremen's Association, in the South at least, by necessity, two power structures rather than one. It is with these economic power structures which the present case deals and to which the present case seeks to render remedial effect.

Cameron County is but a small segment of the appropriate bargaining unit which includes all ports on the Gulf of Mexico from Lake Charles, Louisiana, to Brownsville, Texas. By the same token, these two locals are but two of 26 locals, the District and the International which together constitute the bargaining representative (G.C. Ex. 2, R. 240). The membership of these 26 locals, and in the unit as a whole, is composed of 75% to 80% Negroes and 20% to 25% whites (R. 152).

Part of the difficulty here is that 1368 desired and requested the creation of a separate local union when it sought the restoration of its charter in 1950. It did not then, nor does it now desire the abolition of one local by integrating it with the other (J.A. 86-91; 98-109; 130; G.C. Ex. No. 4, p. 252).

We cannot resist some comment as to the rather cavalier

manner in which the Trial Examiner handled the evidence on this subject so as to arrive at different conclusions:

A. R. 156-157: "Local 1368 is racially segregated, not through choice but by compulsion. This fact is unaltered by the absence of ILA, District, or local constitutional or other regulatory provisions compelling racial segregation in local unions. The evidence is clear and uncontroverted that Local 1368 would not have received its charter in 1934 had it not agreed to exist as a union of Negro members only, just as Local 1367 was required to be a union of white members only. There is no reason to doubt that what was thus required when these unions were first chartered is still the condition governing their existence."

Obviously, he relied on that part of G.C. Ex. No. 3 (J.A. 246-250) quoted by him in Note 1 (R. 142) of his Decision but incorrectly attributed by him to the District (J.A. 7-10), to support the third sentence of his assertion above, conveniently or otherwise ignoring the pertinent phrase "at that time" in the last sentence of the quotation. In reaching the conclusion expressed in the last sentence of this part of his decision, he had to ignore his second sentence and discredit all testimony and an agreement to the contrary (J.A. 31, 130). This brings the accuracy of the first sentence of the quotation into question. Certainly 1368 has never made any effort to be other than segregated (J.A. 130). In all its years of seeking a 50-50 division of the available work, not once has it ever complained that it was segregated or suggested that integration of the

locals was desirable. Furthermore, this case was not originated by 1368 for any such laudable purpose (J.A. 86-91), though the Trial Examiner ignores this testimony (R. 152) and without explanation rewrites G.C. Ex. No. 4 (J.A. 252) and the testimony relative to it as well as another writing on the issue (J.A. 98-108). Even the paragraph (R. 152) of the Trial Examiner's decision immediately above this reference by him to G.C. Ex. No. 4 is a finding inconsistent with his assumption that the requirements in 1950 or in 1963 were the same as in 1934.

B. Along the same line, but dealing with working-through-the-hiring-halls rather than membership in the two locals (R. 151-152, 158) the Trial Examiner both ignores evidence and resorts to the "I credit" technique. The testimony of McCabe was unequivocal (J.A. 223-224, 229-232). The very document relied on heavily by the General Counsel and the Trial Examiner, G.C. Ex. No. 3 (R. 242-250) in three different places (R. 247, 248, 249) shows a policy contrary to the testimony "credited" by the Examiner when the exhibit recites: "It is the further findings of the Committee that when there is a greater demand for labor, and the local must seek additional men, the *preference for such labor should be given to the union members of any sister local before outsiders, aliens or non-union members are hired.*" To credit the evasive testimony of Tisdale against McCabe and to ignore this language in G.C. Ex No. 3 is to close one's eyes to reach a predetermined result. It required nine pages of the original record (J.A. 160-166) to get Mr. Tisdale to ad-

mit two simple matters: (1) that 1368 had called the Brownsville unemployment office to fill out the gang in question (a violation of the recommendation quoted in G.C. Ex. No. 3), and (2) that the complaint made by 1367 at least included recruiting of men outside the hiring hall of a "sister Local." To bolster his "credit" of Tisdale he refers to an alleged "confusion" in the testimony of the witness White (J.A. 232-237) disregarding a reasonable explanation for what originally might have appeared to be his "confusion," to-wit: that he was "hard of hearing." (J.A. 239).

This desire of 1368, segregation and 50% of the available work, is simply incompatible with the economic and social factors involved. There was not in 1950, nor is there now, a sufficient labor pool of Negro people in the work area desiring to work on the waterfront for 1368 to satisfactorily (J.A. 68-71, 169, 200-202) take care of the twenty-five percent of the work over which it now has jurisdiction (J.A. 203-223).

On this aspect of the case, the Trial Examiner again employs a subtle skepticism of the actual evidence and a process of "crediting" evidence to arrive at his own conclusions which have little or no support in the record.

A. (R. 152-154) As best we can analyze this language the trial examiner "credits" the witness Smith (an interested witness) against the witness Lallier (a disinterested witness).

B. (R. 158-160) Here, the Examiner speculates that the 75-25 ratio must "surely * * * from time to time (be) less than perfect" and that the popula-

tion ratio sheds "no probative light on the actual number of Negro longshoremen who, absent the restrictive 25 per cent quota, would seek job referrals from Local 1368." The population ratio with which we are dealing is 1.07007+ potential Negro longshoremen in the County to 98.92993+ potential white longshoremen. Allocating 25 percent of the total available longshore work to this 1.07007+ of potential Negro longshoremen, one finds it difficult to assume that somehow or other on any given day or hour so many more of the potential Negro longshoremen than potential white longshoremen would show up to seek employment that the 25 percent allocation would be said to be discriminatory.

C. To avoid the obvious implication of the statistical information offered, the Trial Examiner disregards the undisputed testimony on the matter to express a "doubt" as to whether "Local 1367 ever applied such a criterion * * *." (Cameron County residence in making referrals) (R. 160). From 1950 through 1962, 1367 referred 2,246 persons for work through its hiring hall. Of this number only 120, about 5%, gave addresses outside Cameron County (J.A. 182-183). In 1963, it referred 460 of which only 6, about 1.3%, gave addresses outside Cameron County (J.A. 238).

D. To make his doubtfully accurate "doubt" immaterial, he added: "But whether it did is inconsequential. It had no authority * * * to require Local 1368 to follow suit." (R. 160). There is no evidence to support this statement. Such evidence as there is refutes its accuracy. First, the fact that locals were chartered in all ports in the unit would seem to be

a fair indication that the International which issued the charters and the District which recommended their issuance certainly expected the basic source of workers in the port to come from residents of the immediate port area (here Cameron County). Second, the expressions in G.C. Ex. No. 3 (J.A. 247, 248, 249) that locals which could not meet their demand for labor in their own hiring halls were expected to give "preference * * * to the union members of *any sister local* before *outsiders* * * * *or non-union*" people, would certainly seem to be a strong indication that locals were not expected as a general practice to go outside their jurisdiction to seek workers as 1368 obviously has done.

E. (R. 158) As a final thrust, the Trial Examiner resorts to the language of the contract (G.C. Ex. 2, J.A. 239-241) suggesting that he could not credit McCabe (J.A. 229-232) because to do so would be "a breach of the contract" by McCabe. The alternative, of course, is that he prefers to assume McCabe would violate McCabe's understanding of the provisions of the Act. To make the assumption, he must also discredit the testimony of Massey (J.A. 118, 130, 131-134) and the contrary language already referred to in G.C. Ex. No. 3.

The attempt of 1368 to perform, under its grant of jurisdiction, its 25% of the available work while refusing to adhere to the admonition in G.C. Ex. No. 3 to "seek additional men" * * * from a "sister local before *outsiders*" when it could not meet its requirements in its own hiring hall has led to two things, neither of which is wholesome or desirable:

1. It has imported people from various and sundry places, thereby using its hiring hall to provide work to people who take wage-money and jobs from the work-area, and leave nothing in return. Of the 425 people who applied for work through 1368 from 1950 through 1962, only 73 (17+%) had likely Cameron County addresses, and only 22 of this seventy-three were members of 1368. In 1963, up to the date of the hearing, 171 people had applied for work through 1368. Of this number, 122 were non-members of 1368, and 99 of these gave out-of-county addresses. Out of the 122, only 49 were members of 1368. Of the 49, only 20 had likely Cameron County addresses (J.A. 203-223). Quite the contrary has been the case with Local 1367 (J.A. 238, 182-183).

2. This importation of labor has meant that control of the affairs of 1368 falls into the hands of the relatively few members who actually live in Cameron County where the local and its work are situated. And many of these are still railroad-connected (J.A. 72-80). These factors have led to abuses and irregularities within 1368 that are of some magnitude. For example:

   A. Mr. Pettis, or his wife, has a combination cafe and rooming house at 535 Fronton Street in Brownsville, (J.A. 72). Of the 425 people who applied for work through Local 1368 from 1950 through 1962, 169 non-members gave Mr. Pettis' rooming house as their address (J.A. 215). Respondent's Ex. 5 (J.A. 253) shows more than 10% (8 out of 65) of the members of 1368 gave Mr. Pettis' rooming house as their address. Re-

spondent's Ex. 7 (J.A. 273-278) shows almost 10% (15 out of 171) of all who worked through 1368 in 1963 gave Pettis' rooming house as their address.

B. Without detailing here the multitude of other abuses and irregularities, it is sufficient to refer to the record (J.A. 81-85, 91-94).

In brief, the Court of Appeals enforced the Board's Decision and Order wherein the Board found that petitioners violated Sec. 8(b)(1)(A),(2) and (3) by maintaining and enforcing a work apportionment which resulted in allocating 75% of the longshore work to Local 1367 and 25% of the work to Local 1368 in the Port of Brownsville. The Board also found that petitioners violated Sec. 8(b)(1)(A) of the Act by maintaining and enforcing a "no doubling" arrangement, forbidding the assignment of white and Negro longshoremen to work together in ship hatches.

Notwithstanding the significance of this case, and its impact on the future composition of local unions within the International Longshoremen's Association, AFL-CIO, the Court of Appeals for the Fifth Circuit in a per curiam opinion with Circuit Judge Hutcheson dissenting, enforced the Order of the National Labor Relations Board. Sr. District Judge Choate in his concurring opinion even concluded "that here the Board is treading perilous waters by taking over the duties of Unions."

REASONS FOR GRANTING THE WRIT

1. This is a case of first impression in at least two areas, and has such a bearing on the future composition of local unions within the International Longshoremen's Associa-

tion, AFL-CIO, that the litigants are entitled to be guided by a decision by the Supreme Court of the United States.

2. The decision of the Court below is in conflict with the decision of the United States Court of Appeals for the Second Circuit in *N.L.R.B. v. Miranda Fuel Co.*, 326 F.2d 172 (Second Cir. 1963), because it is implicit in the Decision and Order, which the Board sought to enforce, that a breach of the union's duty of fair representation constitutes an unfair labor practice. In other words, the Court below held that it was the intent of Congress to read into Sec. 7 and Sec. 8 of the National Labor Relations Act, as amended, the duty of fair representation implicit in Sec. 9. This theory, which was adopted by the Court below, was rejected by the United States Court of Appeals for the Second Circuit in *Miranda Fuel Co., supra.*

3. The decision of the Court below holds, in effect, that discrimination based upon race violates Sec. 8(b)(1)(A), (2) and (3) of the Act even though there is no legislative history to support such a result, and absent a decision in point by this Court. The Board did not revive its rejected "Miranda" doctrine until July 1, 1964 in *Hughes Tool Co.*, 147 N.L.R.B. 166, 56 LRRM 1289, when everyone knew that on July 2, 1964 the Civil Rights Bill would be finally enacted by Congress. Obviously, the National Labor Relations Board was attempting to get a one day's jump on Congress. Yet, this is the strongest evidence that Congress did not intend racial discrimination in unions and in employment practices to be an unfair labor practice or a violation of Sec. 8 (b) of the Act; otherwise, there would have been no need for Congress to enact the Civil Rights Bill. The decision of the Court of Appeals decides, in effect, that the allocation of 75% of the long-

shore work to Local 1367 and 25% of the work to Local 1368 in the Port of Brownsville constitutes racial discrimination which is prohibited by Sec. 8(b) of the Act, and this important question of Federal law has not been, but should be, settled by this Court.

4. The decision of the Court below holds that the duty of fair representation implicit in Sec. 9 is to be read into Sec. 7 and Sec. 8 of the Act, and this important question of Federal law has not been, but should be, settled by this Court.

5. The remedy sought to be imposed by the Board is so vague and indefinite in failing to specify the affirmative action that should be taken by petitioners that such Order violates the requirements of Sec. 10(c) of the National Labor Relations Act, as amended, and the Administrative Procedures Act, 5 U.S.C. 1009(e), as well as due process.

6. Both petitioners and respondent in a case that decides important questions of Federal law are entitled to an opinion wherein the questions presented are met, head on.

CONCLUSION

For the foregoing reasons, this petition for writ of certiorari should be granted.

Respectfully submitted,

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APPENDIX A
(The Court of Appeals' Opinion and Decree)

IN THE
UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 22,034

NATIONAL LABOR RELATIONS BOARD,
Petitioner.

versus

LOCAL 1367, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO, ET AL,
Respondents.

Petition for Enforcement of Orders of the National Labor Relations Board, (Texas Case).

(December 5, 1966.)

Before TUTTLE, Chief Judge, HUTCHESON, Circuit Judge, and CHOATE, District Judge.

PER CURIAM: The order of the National Labor Relations Board will be ENFORCED. See *Local Union No. 12, United Rubber, Cork, Linoleum & Plastic Workers of America, AFL-CIO v. National Labor Relations Board*, 5th Cir., ____ F.2d ____, No. 22239, dec.

HUTCHESON, Circuit Judge, Dissenting.

CHOATE, Senior District Judge—Concurring:

I concur in the decision to enforce the order of the National Labor Relations Board because of the respondent's clear failure to represent one segment of its members properly. The facts of this case show a definite breach of the union's duty to represent impartially all members, which amounts here to an unfair labor practice upon the part of the union.

However, I fully realize that here the Board is treading perilous waters by taking over the duties of unions. By far, the preferable procedure is to let individuals take ordinary steps, such as filing suit, to adjust such grivances. The reasoning in *Local Union No. 12, United Rubber, Cork, Linoleum & Plastic Workers of America, AFL-CIO v. National Labor Relations Board,* 5th Cir., ____ F.2d ____, No. 22239, in my opinion tends to set a dangerous precedent, in that it puts the court in the position of approving the Board's action in telling a labor union (a private organization) how to perform its functions.

My concurrence, is largely upon the basis of expediting the remedy in a case of clear fault, rather than approving the method employed, which I recognize could be most destructive of unions if carried forward to any extent by the Board.

(Caption Omitted)

DECREE

Before: Tuttle, Chief Judge, Hutcheson, Circuit Judge, and Choate, District Judge.

BY THE COURT:

THIS CAUSE came on to be heard upon the petition of the National Labor Relations Board for the enforcement of a certain order issued by it against the Respondents September 11, 1964. The Court heard argument of respective counsel on May 16, 1966 and has considered the briefs and transcript of record filed in this cause. On December 5, 1966, the Court being fully advised in the premises, handed down its decision granting enforcement of the Board's order.

ON CONSIDERATION WHEREOF, it is ordered, adjudged, and decreed by the United States Court of Appeals for the Fifth Circuit that the said order of the National Labor Relations Board in said proceeding be enforced and the Respondents Local 1367, International Longshoremen's Association, AFL-CIO and South Atlantic and Gulf Coast District International Longshoremen's Association, AFL-CIO, their officers, agents, and representatives abide by and perform the directions of the Board in said order contained.

ENTERED: January 3, 1967

A true copy
Test: EDWARD W. WADSWORTH
Clerk, U. S. Court of Appeals, Fifth Circuit

By G. A. GANUCHEAU
Deputy

Jan. 3, 1967
New Orleans, Louisiana

(Seal)

(ORIGINAL FILED — JANUARY 3, 1967)

APPENDIX B

ORDER EXTENDING TIME TO FILE PETITION FOR WRIT OF CERTIORARI

Supreme Court of the United States

No._____, October Term, 1966

Local 1367, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO, ET AL.,
Petitioners,

vs.

NATIONAL LABOR RELATIONS BOARD

ORDER EXTENDING TIME TO FILE PETITION FOR WRIT OF CERTIORARI

UPON CONSIDERATION of the application of counsel for petitioner(s),

IT IS ORDERED that the time for filing a petition for writ of certiorari in the above-entitled cause be, and the same is hereby, extended to and including June 2nd, 1967.

/s/ HUGO L. BLACK
Associate Justice of the Supreme Court of the United States

Dated this 3d
day of April, 1967.

APPENDIX C

The relevant provisions of the National Labor Relations Act, as amended, (61 STAT. 136, 73 STAT. 519, 29 U.S.C. 151, et seq.) are as follows:

8(b) It shall be an unfair labor practice for a labor organization or its agents—

(1) to restrain or coerce (A) employees in the exercise of the rights guaranteed in section 157 of this title: *Provided,* That this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein; . . . . .

(2) to cause or attempt to cause an employer to discriminate against an employee in violation of subsection (a)(3) of this section or to dicriminate against an employee with respect to whom membership in such organization has been denied or terminated on some ground other than his failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership;

(3) to refuse to bargain collectively with an employer, provided it is the representative of his employees subject to the provisions of section 159(a) of this title;